



Toll Free:
1-800-281-9647

July 9, 1996

Bruce Sparling
800 North Harvey, Room 199
Oklahoma City OK 73102

RE: June 7, 1996 Meeting

Dear Mr. Sparling:

We submitted a proposal to you on June 7, 1996 and you said that you could not even consider the proposal because you feel it was out of the boundaries of discounts you could offer. We would like for you to please sign this denial for the proposal we submitted to SWB, or please include the denial of the proposal in the minutes of the meeting on June 7, 1996.

Thank You

Ron Taylor
President

cc: attachments



Toll Free:
1-800-281-9647

June 6, 1996

Local Service Providers
One Bell Central, Conference Room 175
Oklahoma City OK 73012

Charlie Cleek, Kathy Swaller, Tim Kubiak,
Helen Morris, and Bruce Sparling.

Dear Ladies & Gentlemen,

Please consider this a Local Service Provider offer for the following percentages(%) of discounts we are requesting. And we have acknowledged that the percentages that Southwestern Bell are offering are as follows.

SWB is offering 5% on recurring. We (WOLD) are requesting the following:

Customers	0-5,000 70%	5,001-15,000 65%	15,001-30,000 60%	30,001-60,000 55%
	60,000-95,000 50%	95,001-140,000 45%	140,001-180,000 40%	180,000-1,000,000 35%

SWB is offering 3% on recurring. We (WOLD) are requesting the following:

Customers	0-5,000 67%	5,001-15,000 62%	15,001-30,000 57%	30,001-60,000 52%
	60,001-95,000 49%	95,001-140,000 46%	140,001-180,000 43%	180,001-1,000,000 40%

We have put forth our counter offer, We need a response back quickly.

Terms and conditions of a contract will be considered upon a valid offer.

The percentages above have been presented to Southwestern Bell in Oklahoma City by Western Oklahoma Long Distance Inc. on June 7, 1996.

Ron Taylor
President
Western Oklahoma Long Distance

ACCEPTED: _____

DENIED: _____



Toll Free:
1-800-281-9647

June 6, 1996

Local Service Providers
One Bell Central, Conference Room 175
Oklahoma City OK 73012

Charlie Cleek, Kathy Swaller, Tim Kubiak,
Helen Morris, and Bruce Sparling.

Dear Ladies & Gentlemen,

Please consider this a Local Service Provider offer for the following percentages(%) of discounts we are requesting. And we have acknowledged that the percentages that Southwestern Bell are offering are as follows.

SWB is offering 5% on recurring, We (WOLD) are requesting the following:

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	60,000-95,000 50%	95,001-140,000 45%	140,001-180,000 40%	180,000-1,000,000 35%

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We have put forth our counter offer, We need a response back quickly.

Terms and conditions of a contract will be considered upon a valid offer.

The percentages above have been presented to Southwestern Bell in Oklahoma City by Western Oklahoma Long Distance Inc. on June 7, 1996.

Ron Taylor
President
Western Oklahoma Long Distance



Toll Free:
1-800-281-9647

June 6, 1996

Local Service Providers
One Bell Central, Conference Room 175
Oklahoma City Oklahoma 73012

Charlie Cleek , Kathy Swaller, Tim Kubiak ,
Helen Morris and Bruce Sparling,

Dear Ladies & Gentlemen,

Please consider this a Local Service Provider offer for the following percentages(%) of discounts we are requesting . And we have acknowledged that the percentages that Southwestern Bell are offering are as follows.

SWB is offering 5% on recurring, We (WOLD) are requesting _____% on recurring.
SWB is offering 3% on recurring, We(WOLD) are requesting _____% on recurring.

We have put forth our counter offer, and this needs to be replied upon as quickly as possible.

Terms and conditions of a contract will be considered upon a valid offer.

The percentages above have been presented to Southwestern Bell in Oklahoma City by Western Oklahoma Long Distance Inc. on June 7, 1996.

Western Oklahoma Long Distance, Inc.

EXHIBIT 7

Change-over letters dated June 24 and July 2, 1996, with attachments



Toll Free:
1-800-281-9647

June 24, 1996

Southwestern Bell Telephone Co.
800 North Harvey
Room 199
Oklahoma City OK 73102

Dear Ladies & Gentlemen,

This letter is in response to the telephone conversation that Helen Morris and Ron Taylor had on June 19, 1996.

Helen, had conversed to Ron that WOLD would be charged \$44.45 for each change over to Local Service Provider on an residential customers, and \$82.75 for each change over to Local Service Provider on an business customers.

This is unreasonable, how can you ask us to accept a proposal that WOLD would not see a profit from these customers for a period of 3 to 5 years depending on the amount of their billing. If you our expecting us to take the 5% discount, and then you add the installation charges to us, on a customer who only bills \$17.00 per month, our percentage out of this account would only be .85 per month and when you calculate this with the \$44.45 for installation fees WOLD would not see a profit till 52.29 months later.

We propose there be NO CHARGE for installation change overs, since WOLD will be doing all the processing of paper work and customer data .

Thank You

Ron Taylor

ta/enclosures:

	SWBT SERVICE NAME	TARIFF CITE	MONTHLY RECURRING	RECURRING %	CHANGE OVER \$	WOLD % PER ACCT	MONTHS TO SHOW PROFIT		
							0% OVERHEAD		
	RESIDENCE-FLAT								
101	SCHEDULE 5	GE10.2.1.B	\$ 13.50	5%	\$44.45	\$0.68	65.37		
102	SCHEDULE 6	GE10.2.1.B	\$ 14.30	5%	\$44.45	\$0.72	61.74		
103	SCHEDULE 7	GE10.2.1.B	\$ 14.80	5%	\$44.45	\$0.74	60.07		
104	SCHEDULE 8	GE10.2.1.B	\$ 15.20	5%	\$44.45	\$0.76	58.49		
105	SCHEDULE 9	GE10.2.1.B	\$ 15.60	5%	\$44.45	\$0.78	56.99		
106	SCHEDULE 10	GE10.2.1.B	\$ 16.10	5%	\$44.45	\$0.81	54.88		
107	SCHEDULE 11	GE10.2.1.B	\$ 16.70	5%	\$44.45	\$0.84	52.92		
108	SCHEDULE 12	GE10.2.1.B	\$ 17.10	5%	\$44.45	\$0.86	51.69		
109	SCHEDULE 13	GE10.2.1.B	\$ 17.60	5%	\$44.45	\$0.88	50.51		
110	SCHEDULE 14	GE10.2.1.B	\$ 18.40	5%	\$44.45	\$0.92	48.32		
111	SCHEDULE 15	GE10.2.1.B	\$ 19.40	5%	\$44.45	\$0.97	45.82		
	BUSINESS-FLAT								
129	SCHEDULE 1	GE10.2.1.B	\$ 25.50	5%	\$82.75	\$ 1.28	\$64.65		
130	SCHEDULE 2	GE10.2.1.B	\$ 26.80	5%	\$82.75	\$ 1.34	\$61.75		
131	SCHEDULE 3	GE10.2.1.B	\$ 28.70	5%	\$82.75	\$ 1.44	\$57.47		
132	SCHEDULE 4	GE10.2.1.B	\$ 30.40	5%	\$82.75	\$ 1.52	\$54.44		
133	SCHEDULE 5	GE10.2.1.B	\$ 32.40	5%	\$82.75	\$ 1.62	\$51.08		
134	SCHEDULE 6	GE10.2.1.B	\$ 34.30	5%	\$82.75	\$ 1.72	\$48.11		
135	SCHEDULE 7	GE10.2.1.B	\$ 37.90	5%	\$82.75	\$ 1.90	\$43.55		
136	SCHEDULE 8	GE10.2.1.B	\$ 40.10	5%	\$82.75	\$ 2.01	\$41.17		
137	SCHEDULE 9	GE10.2.1.B	\$ 42.80	5%	\$82.75	\$ 2.04	\$38.67		
138	SCHEDULE 10	GE10.2.1.B	\$ 44.30	5%	\$82.75	\$ 2.22	\$37.27		
139	SCHEDULE 11	GE10.2.1.B	\$ 45.40	5%	\$82.75	\$ 2.27	\$36.45		



Toll Free:
1-800-281-9647

July 2, 1996

Southwestern Bell Telephone Co.
800 North Harvey
Room 199
Oklahoma City OK 73102

Dear Ladies & Gentlemen,

This letter is in response to the telephone conversation that Helen Morris and Ron Taylor had on June 19, 1996.

Helen, had conversed to Ron that WOLD would be charged \$44.45 for each change over to Local Service Provider on an residential customers, and \$82.75 for each change over to Local Service Provider on an business customers.

This is unreasonable, how can you ask us to accept a proposal that WOLD would not see a profit from these customers for a period of 2 to 5 years depending on the amount of their billing. If you our expecting us to take the 5% discount, and then you add the installation charges to us, on a customer who only bills \$14.34 per month, our percentage out of this account would only be .75 per month and when you calculate this with the \$44.45 for installation fees WOLD would not see a profit till 47.41 months later, and this is with all the discount percentages we can get.

We propose there be NO CHARGE for installation change overs, since WOLD will be doing all the processing of paper work and customer data .

Thank You

Ron Taylor

ta/enclosures:

91

Western Oklahoma Long Distance, Inc.

EXHIBIT 8

Letter dated August 23, 1996



"The One to Call On".

August 23, 1996

Bruce Spurling
Director
Competitive Assurance

Mr. Ron Taylor
Western Oklahoma Long Distance
P. O. Box 486
501 Gary Boulevard
Clinton, Oklahoma 73801

Dear Mr. Taylor:

As we discussed on the conference call on August 20, 1996, SWBT is replacing its original resale offer that had basic rates at one discount level and vertical services at another based on volume or term commitments. In my voice mail message to you on August 22, 1996, I conveyed SWBT's new proposed resale discount for Oklahoma as 15.4%. This would be applicable to the "List of SWBT's Resale Products-5/20/96 Version". All nonrecurring and recurring discounts in that list should be adjusted to reflect the new rate. Additionally, I indicated that certain services on the "List of SWBT's Other Products Not Available for Resale-5/20/96 Version" would now be recategorized as available; specifically, I mentioned packages.

I now have the Resale Product List-Residence (Attachment A) and the Resale Product List-Business (Attachment B) for Oklahoma, Arkansas, Missouri, Kansas and Texas which as I indicated on August 20 were prepared to comply with the FCC Order 96-325. These attachments are being transmitted as SWBT's current offer and would become the basis for Appendix-Wholesale in our proposed Resale Agreement.

Also attached is the revised draft of the resale agreement which I also committed to send you. Page three of the Agreement provides the conversion charge which applies when an LSP converts an end user currently receiving non-complex service from Southwestern Bell, without any changes to our network. The per-order conversion charge for Texas is \$16.65 and \$28.00 for the four northern states.

800 North Harvey, Room 199
Oklahoma City, OK 73102


Phone 405 291-6398
Fax 405 236-7568

Page 2

Additionally, in our conversation on August 20, 1996, I mentioned that our resale agreement, when finalized, would create a conflict with what I understand to be the terms of your agency agreement with Southwestern Bell. If you have questions with regard to this matter, you should get in touch with Greg Fielder.

We are available to meet with you to further discuss reaching a mutually agreeable Resale Agreement between Western Oklahoma Long Distance and Southwestern Bell Telephone Company. Please call Helen Morris on 405-291-7767 to schedule a meeting.

Sincerely,


Bruce Sparling
Director-Competitive Assurance

Attachments

Western Oklahoma Long Distance, Inc.

EXHIBIT 9

SWBT's proposed list of services for resale

(designates as proprietary by SWBT)

Western Oklahoma Long Distance, Inc.

EXHIBIT 10

SWBT proposed resale agreement dated August 22, 1996

(designated as proprietary by SWBT)

Western Oklahoma Long Distance, Inc.

EXHIBIT 11

WOLD counter-proposal dated August 28, 1996

DIAL TONE SAVERS

August 28, 1996

Bruce Sparling
Southwestern Bell Telephone
800 North Harvey, Room 199
Oklahoma City Ok 73102

Dear Mr. Sparling:

We appreciate the efforts that you and your staff are making in helping us to expedite the negotiations process. After reviewing the information sent to Mr. Taylor dated August 26, 1996 we have the following responses. Referencing paragraph two of your letter you stated that these new offerings *were to comply with FCC Order 96-325*. The order reads as follows:

Section VIII paragraph 85.

We find we can use MCI's model, with some modifications, along with the results of certain state proceedings, to establish a range of rates that would produce an acceptable default wholesale discount rate that reasonably approximates the amount of avoided cost that should be subtracted from the retail rates.

Section VIII paragraph 90.

With the modifications described above, and using actual 1995 data, MCI's model produces the following results for the RBOCs and GTE.

U S West	18.80%	SBC	20.11%
GTE	18.81%	NYNEX	21.31%
Bell South	19.2%	Pacific	23.87%
Bell Atlantic	19.99%	Ameritech	25.98%

Section VIII paragraph 92.

According, based upon the records before us, we establish a range of default discounts of 17-25 percent that is to be used in the absence of an avoid cost study that meets the criteria set forth above.

Section VIII paragraph 95.

Section 251 (c)(4) requires LEC's to make their services for resale without unreasonable or discriminatory conditions or limitations.

Address:
501 Gary Blvd.
P.O. Box 486
Clinton, OK 73601

Telephone:
405.323.3387

Toll Free:
888.SAVE.DTS
888.728.3387

Fax:
405.323.8130

Web Site:
www.ratebuster.com

DIAL TONE SAVERS

WOLD/Dial Tone Savers™ appreciates Southwestern Bell's movement off of its initial offer of 3% and 5%. Based upon the aforementioned information, WOLD/Dial Tone Savers™ rejects the offering from Southwestern Bell dated August 23, 1996 until compliance with *FCC Order 96-325* is in order. We would be willing to study any amendments to this order if our information is incorrect.

WOLD/Dial Tone Savers™ would like to make an offer regarding wholesale rates for the following states: Oklahoma, Kansas, Missouri, Arkansas and Texas. Our percentages for wholesale discounts will be based upon figures provided to us from the MCI model of preference referenced in Section VIII paragraph 81 of *FCC Order 96-325* since Southwestern Bell cost studies have not been made available to us.

We will use the same products and services as listed in your Attachment A & Attachment B of the letter dated August 23, 1996 sent to Mr. Taylor..

We are asking Southwestern Bell that the following wholesale discounts be applied to your Attachment A and Attachment B.

Recurring Cost
33.2%

Non-Recurring Cost
33.2%

We are also asking Southwestern Bell to provide a "records change" charge of \$6.00 per conversion of non-complex service.

We are available to meet with you or we can be contacted by conference call in our office at 405-323-0505

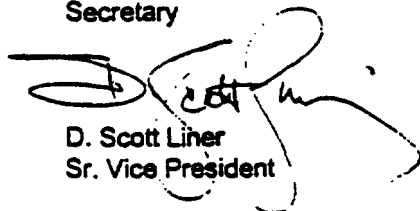
Sincerely,



Ron Taylor
President



Roger Frank
Secretary



D. Scott Liner
Sr. Vice President

Address:
501 Gary Blvd.
P.O. Box 486
Clinton, OK 73601

Telephone:
405.323.3387

Toll Free:
888.SAVE.DTS
888.728.3387

Fax:
405.323.8130

Web Site:
www.ratebuster.com

Western Oklahoma Long Distance, Inc.

EXHIBIT 12

SWBT response dated August 30, 1996

AUG-30-1996 15:09 FROM

TO

S-4053238130 P.01



"The One to Call On".

August 30, 1996

Bruce Spurling
Director
Competitive Assurance

Mr. Ron Taylor
Western Oklahoma Long Distance
P. O. Box 486
501 Gary Boulevard
Clinton, Oklahoma 73801

Dear Mr. Taylor:

This responds to your letter of August 29, 1996. While it is not clear to me how you went from the 20 percent figure for SBC on the first page to the 33 percent figure on the second page, I will respond by clarifying our last offer.

It is true as you state that the FCC established a default range of 17 to 25 percent. That default, however, is only to be used in the absence of a LEC calculating its actual avoided costs under the Act. My last letter to you was to provide you with the wholesale rates that reflect SWBT's actual avoided costs, calculated in accordance with the methodology set out by the FCC. While this calculation has not yet been tested in any state arbitration proceeding, the figures I gave you are SWBT's current offer for a resale discount and I wanted to present them to you as quickly as possible since I feel you will find them to be a significant improvement for WOLD over our previous offer. This offer when considered with the provisions of Section 252(i) of the Telecommunications Act of 1996 would allow WOLD to proceed with the necessary steps to get into business at the offered rates with the assurance that SWBT would make available subsequent agreements upon the same rates, terms and conditions as described in Section XXII of our draft Resale Agreement which was transmitted in my August 23, 1996 letter.

I hereby acknowledge your request for a "records change" charge of \$6. You did not attempt to explain why you feel this charge to be appropriate. I can only respond by assuring you that extensive work was done at this end to establish an appropriate charge and the \$28 figure I cited in my last letter is the amount we feel is appropriate. You should understand that this charge recognizes the costs incurred in the processes which are required today. Mechanization could allow a reduction in this rate in the future.

800 North Harvey, Room 180
Oklahoma City, OK 73102

Phone 405 281-6388
Fax 405 236-7580

FROM WOLD / WOIS

ATTN.

08.30.1996 14:3

P. 2

AUG-30-1996 15:18 FROM

TO

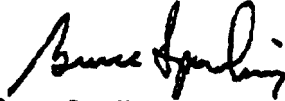
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P.02

Page 2

We are agreeable to meet or conference with you to discuss our current offer.
Please call Helen Morris on (405) 291-7767 to coordinate a time.

Sincerely,



Bruce Sparling
Director-Competitive Assurance

TOTAL P.02

AUG-30-1996 15:34

405 323 0505

92% ***END***

P.02

**RESALE AGREEMENT BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY
AND WESTERN OKLAHOMA LONG DISTANCE
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RESALE AGREEMENT

This Agreement is between Southwestern Bell Telephone Company ("SWBT"), a Missouri corporation, and Western Oklahoma Long Distance, Inc., DBA Dial Tone Savers ("WOLD") (collectively, "the Parties") entered into this third day of January, 1997.

WHEREAS, pursuant to the Telecommunications Act of 1996 (the "Act"), the Parties wish to establish terms for the purchase by LSP of certain SWBT retail telecommunications services and certain other services for resale by LSP to its local exchange end users. Therefore, the Parties hereby agree as follows:

I. RESOLUTION OF ARBITRATION ISSUES

- A. The parties agree that the issues specifically listed in WOLD's petition for arbitration in PUD-257 relating to (1) resale pricing; (2) operator services branding; (3) on-line order entry and inquiry; (4) promotions and notifications of new services; and (5) resale of promotional packages shall be resolved between WOLD and SWBT in accordance with the final Oklahoma Corporation Commission ("OCC") arbitration results in Cause No. PUD 960000218 ("PUD-218"), including any stipulations of issues now or hereafter entered into between SWBT and AT&T, or as specifically incorporated herein. As used in this Agreement, the phrase "the final Commission arbitration results" means the results of the arbitration in the Commission's final and effective order resulting from the PUD-218 proceeding, including any determinations on rehearing or appeal.
- B. The parties agree that WOLD is not entitled to, and will not seek, any greater intervention or participation rights in PUD-218 as a result of this agreement.
- C. The resolution of any and all issues, pursuant to this Agreement, shall be subject to reformation based upon any appeal of PUD-218 or future OCC determinations (including the outcome of any appeals) directly bearing upon such issues and or the reconsideration or appeal of the FCC's Order in Docket No. 96-98 or such other FCC rules or orders implementing the federal Act.
- D. Nothing herein shall be interpreted to limit in any way WOLD's right to non-discriminatory treatment pursuant to §252(i) of the federal Act.

II.

DESCRIPTION AND CHARGES FOR SERVICES

Attached hereto as Attachments A & B is a list of Telecommunications Services and other services currently available for resale at the wholesale discount rate set by the Commission or as otherwise stipulated between SWBT and AT&T. Furthermore, to the extent that a federal or state regulatory agency adopts a final order establishing wholesale discounts under 252(d)(3) of the Telecommunications Act, which is not stayed and which directs SWBT to apply state-specific wholesale discount percentages which are different from those incorporated within this Agreement, either Party shall have the option of converting to that discount level upon ten (10) days' written notice to the other Party.

When services are priced on an individual case basis ("ICB") as it is with Plexar Custom, for example, SWBT is not required to apply any discount that would cause the wholesale price to fall below the incumbent LEC's cost.

WOLD may offer to resell Customer Initiated Suspension and Restoral Service to their customers. WOLD may also provide a Company Initiated Suspension service for their own purposes. Should WOLD choose to suspend their end user through Company Initiated Suspension Service, this suspension period shall not exceed fifteen (15) calendar days. If WOLD issues a disconnect on their end user account within the fifteen (15) day period, appropriate services will not be billed for the suspension period. However, should WOLD issue a disconnect after the fifteen (15) day suspension period, WOLD will be responsible for all appropriate charge on the account back to the suspension date. Should WOLD restore their end user, restoral charges will apply and WOLD will be billed for the appropriate service from the time of suspension.

III.

TERMS AND CONDITIONS FOR RESELL OF SERVICES

The following terms and conditions are applicable to all services purchased under this Agreement.

A. Permitted Use of Resold Services by LSP and Its End Users

1. For services included in this Agreement, which are offered through tariffs by SWBT to its end users, the rules and regulations associated with the applicable State General Exchange Tariff, Local Exchange Service Tariff and the other tariffs for the resold service (such tariffs collectively referred to herein as "corresponding tariffs"), apply except as otherwise provided herein.

2. LSP shall only sell Plexar services to a single end user or multiple end users on continuous properties.
3. Except where otherwise explicitly provided in the corresponding tariffs, LSP shall not permit the sharing of a service or services by multiple end users or the aggregation of traffic from multiple end users onto a single service.
4. The LSP shall only resell services purchased under this Agreement to the same class of end users to whom SWBT sells such services (e.g. residence service shall not be resold to business customers). As provided in the Act, LSP may not purchase Telecommunications Services for resale unless such services are resold to a person(s) other than LSP, its subscribers and affiliates.
5. SWBT promotions of ninety (90) days or less shall not be available to the LSP for resale.
6. The LSP shall not use a resold service to avoid the rates, terms and conditions of SWBT's corresponding tariffs.
7. LSP shall not use resold local exchange telephone service to provide access services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that LSP may permit its end users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.
8. If LSP is in violation of a provision of Article II. A. of this Agreement, SWBT shall notify LSP of the violation in writing of the specific provision being violated. At such time, LSP shall have thirty (30) days to correct the violation and notify SWBT in writing that the violation has been corrected. SWBT shall then bill LSP for the charges which should have been collected by SWBT or the actual revenues collected by LSP from its end users for the stated violation, whichever is greater. If LSP disputes the violation, it shall notify SWBT in writing within fourteen (14) days of receipt of notice from SWBT. Disputes shall be resolved as outlined in Section XIX of the Agreement.